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PATENT  
Customer No. 22,852  
Attorney Docket No. 07019.0004  
3/20/02  
Hall

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Attorney Docket No. 07019.0004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Amy MULDERRY et al.

Serial No.: 09/473,649

Filed: December 28, 1999

For: METHOD AND APPARATUS FOR  
MARKETING PRODUCTS OVER  
THE INTERNET

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)  
) Group Art Unit: 2167  
)  
) Examiner: G. J. O'Connor  
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Technology Center 2100

Assistant Commissioner for Patents  
Washington, DC 20231

Sir:

**REQUEST FOR RECONSIDERATION**

This request for reconsideration is in response to the Examiner's Official Action dated January 30, 2002. Claims 1-9 are currently pending in the present application. The following remarks are submitted to be fully responsive to the Office Action. Reconsideration of this application in light of these remarks, and allowance of this application are respectfully requested.

In paragraph 7 of the Official Action, the Examiner states that the oath or declaration is defective. Applicants have therefore undertaken to prepare a new declaration and will file same in due course.

In paragraph 9 of the Official Action, claims 1-9 are rejected under 35 U.S.C. §102(a) as anticipated by U.S. Patent No. 5,926,796 to Walker et al. For the reasons set forth in detail below, Applicants respectfully assert that these claims are not anticipated by the prior art reference and reconsideration of the outstanding rejection is therefore requested.

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Anticipation under 35 U.S.C. §102 requires that each and every claim limitation is disclosed by the applied reference. In this case, Walker does not teach each and every claim limitation of claims 1-9, and therefore, as a matter of law, cannot anticipate these claims.

More specifically, Walker teaches that:

[a]fter a customer 110 selects a single issue of a periodical for purchase, a cashier at POS terminal 120 queries customer 110 as to whether customer 110 desires to purchase a subscription to that periodical (step 1010). . . If customer 110 accepts a subscription, customer 110 completes a subscription card, which customer 110 returns to the cashier at POS terminal 120 (step 1020). . . The cashier at POS terminal 120 collects the price for the subscription from customer 110 and causes printer 124 to print a receipt with the authentication code (step 1070). Customer 110 pays for the subscription in the same manner as any retail purchase, such as cash, credit card, personal check, or other form of credit or payment. The cashier at POS terminal 120 then delivers the printed receipt to customer 110 (step 1080).

(Walker at col. 10, lines 6 - 63.) In other words, when a customer indicates interest in a periodical through the selection of one issue for purchase, Walker inquires whether the customer would be interested in purchasing a subscription to the periodical. If the customer expresses interest in a subscription, they are charged the subscription price. In its broadest sense, Walker teaches a process wherein a cashier offers a customer a quantity of a product in response to a customer's offer to buy a single item of the product. The customer may then purchase the single item or the quantity. In any event, only one transaction is consummated, either one magazine is sold or one subscription is sold.

The present invention as recited in claims 1-9 is directed *inter alia* to a method for completing a first transaction between a first merchant and a customer; transmitting an offer from a second merchant to the customer; and automatically transmitting customer-inputted

information from the first merchant to the second merchant, provided the customer accepts the offer. One of the objectives of the present invention is to relieve on-line customers of the burden associated with communicating customer information to multiple merchants. Walker, on the other hand, appears to be directed to a system and method for relieving customers of the burden associated with initiating subscriptions to periodicals.

Walker does not teach the step of transmitting multiple offers from multiple merchants to a single customer, nor does it teach the step of transmitting customer inputted information from a first merchant to a second merchant. In fact, Walker teaches away from the process performed by the Applicants' system by disclosing a system that completes a single transaction (selling one or multiple copies of the same periodical) with a customer.

Anticipation under 35 U.S.C. § 102 requires that each and every claim limitation be disclosed by the applied reference. Walker does not teach each and every claim limitation of independent claims 1 and 7, and therefore, cannot anticipate those claims. Claims 2-6, and 8-9 depend from the independent claims, and therefore incorporate the recitations of those independent claims. Because Walker does not anticipate allowable independent claims 1 and 7, it cannot anticipate the dependent claims, 2-6, and 8-9. Accordingly, reconsideration and withdrawal of the rejection of claims 1-9 under 35 U.S.C. §102(a) is in order and respectfully requested.

In view of the foregoing remarks, Applicants respectfully request the reconsideration and reexamination of this application and the timely allowance of the pending claims.

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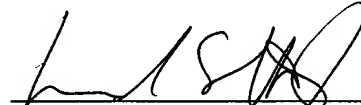
Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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GARRETT & DUNNER, L.L.P.

Dated: April 30, 2002

By:

  
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